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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

7 GIANNIS ANTETOKOUNMPO,)
8) Civ. Case No.
9 Plaintiff,)
10)
11 -v-) COMPLAINT
12 SARAH ZELLNER; SHALICIA E. HURNS;) JURY TRIAL DEMANDED
13 BRITTNEY SNIDER; MARIO ZUCCA;)
14 ERIC PREUSS; DEMAREAS J. JACKSON;)
15 CAN ARDA; RICHARD A. RAY;)
16 PLAYBOOK INC.)
17)
18 Defendants.

Plaintiff, GIANNIS ANTETOKOUNMPO (“Antetokounmpo” or “Plaintiff”), an individual, by and through his undersigned attorneys, PARDALIS & NOHAVICKA, LLP, hereby alleges as follows against Defendants SARAH ZELLNER; SHALICIA E. HURNS; BRITTNEY SNIDER; MARIO ZUCCA; ERIC PREUSS; DEMAREAS J. JACKSON; CAN ARDA; RICHARD A. RAY; PLAYBOOK INC. (hereinafter referred to as “Zellner”, “Hurns”, “Snider”, “Zucca”, “Preuss”, “Jackson”, “Arda”, “Ray”, “Playbook”, or collectively, “Defendants”).

25 **NATURE OF ACTION**

26 1. Plaintiff brings this action for false designation of origin, false endorsement,
27 misappropriation of intellectual property rights and violation of his right of publicity by
28

1 Defendants through the unauthorized use of his name and or likeness without limitation, by
2 advertising, marketing, promoting, distributing, displaying, offering for sale and selling
3 unlicensed products bearing Plaintiff's name and or likeness. Defendants' illegal actions are
4 likely to cause confusion as to the affiliation, connection, association, origin, sponsorship or
5 approval of goods with those authorized by Plaintiff, and dilute the famous GIANNIS
6 ANTETOKOUNMPO name and brand.

7 2. This action involves claims for:

- 8 1) False designation of origin and false endorsement in violation of 15 U.S.C. §
9 1125;
10 2) Deceptive Acts and Practices (N.Y. Gen Bus L. § 349);
11 3) Common Law Unfair Competition;
12 4) Unjust Enrichment;
13 5) Tortious Interference with prospective economic advantage;
14 6) Conspiracy and Concert of Action; and
15 7) Violation of right of publicity (NY Civ Rights Law § 50-51).

16 3. Plaintiff is a widely known, extremely successful and popular basketball player.
17 He won the NBA Most Valuable Player Award (MVP) two years in a row, for years 2019 and
18 2020. He also won the NBA Defensive Player of the Year Award for 2020. He has millions of
19 fans, and he is currently one of the most well-known basketball players in the world.

20 4. Aside from his basketball career, Plaintiff has been using his name and brand in
21 commerce in the United States and worldwide; products bearing his name, likeness and
22 trademarks ("Antetokounmpo Rights") are distributed at stores and markets throughout the
23 United States.

1 5. The Antetokounmpo Rights have been the subject of licenses granted by
2 Antetokounmpo to third parties to use and exploit such rights on or in connection with various
3 goods and services, including clothing, and various other items and merchandise. Plaintiff has
4 expended substantial time, money, and resources to successfully develop, promote, and advertise
5 the Antetokounmpo Rights throughout the world, such that they are now a source-identifying
6 brand.
7

8 6. As a result of his efforts, his impressive professional abilities, and widespread
9 popularity, the Antetokounmpo Rights have become an invaluable asset.

10 7. Nevertheless, upon information and belief, Defendants have been selling
11 counterfeit apparel, socks, stickers, prints, wall art, buttons, digital downloads, coasters, mugs,
12 phone cases, drawstring bags, memorabilia including custom printed game tickets, and other
13 related items bearing Antetokounmpo's name and or likeness in a manner causing significant
14 consumer confusion as to the affiliation, sponsorship and/or endorsement of such products by
15 Plaintiff. Such actions further undermine Plaintiff's brand and diminish the need for licensed
16 products.
17

18 8. Upon learning of Defendants' unauthorized use of his name and likeness,
19 Plaintiff took immediate action and asked Defendants to provide him with a full accounting of
20 all merchandise sold by Defendants in violation of the Antetokounmpo Rights (the "Counterfeit
21 Products").
22

23 9. Moreover, Plaintiff demanded that Defendants cease selling Counterfeit Products
24 violating the Antetokounmpo Rights.
25

26 10. Defendants, after receiving Plaintiff's cease and desist letter, failed to cooperate
27 with Plaintiff by surrendering the counterfeit inventory and other reasonable requests which were
28

meant to ensure that the counterfeiting had ceased, and that Plaintiff would be adequately compensated for the damages he incurred.

11. As a result of Defendants' wrongful conduct, Plaintiff brings this action for monetary and injunctive relief.

JURISDICTION AND VENUE

Federal Question Jurisdiction and Supplemental Jurisdiction

12. This action arises under the Lanham Act and the statutory and common laws of the State of New York. This Court has subject matter jurisdiction over this action over Plaintiff's federal claims under 15 U.S.C. § 1125 and 28 U.S.C. §1331 and 1338(a).

13. This Court has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §§ 1337(a), because they are so related to the claims within the original jurisdiction of the Court that they form part of the same case or controversy under Article III of the United States Constitution.

14. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicits business in New York and in this judicial district, and/or derives substantial revenue from the business transactions in New York and in this judicial district and/or otherwise avails itself of the privileges and protections of the laws of the State of New York such that this Court's assertion of jurisdiction over Defendants do not offend traditional notions of fair play and due process, and/or Defendants' counterfeiting actions caused injury to Plaintiff in New York and in this judicial district such that Defendants should reasonably expect such actions to have consequences in New York and in this judicial district, for example:

- 1 a) Upon information and belief, Defendants have been systematically directing
2 and/or targeting business activities at consumers all over the country, including
3 New York, through <https://www.redbubble.com>, <https://www.etsy.com>,
4 <https://www.playbookproducts.com>, and potentially other websites where
5 consumers can place orders.
- 6 b) Defendants used <https://www.redbubble.com>, <https://www.etsy.com>, and/or
7 <https://www.playbookproducts.com> to sell the Counterfeit Products, websites
8 which provides information about and describes the goods sold; they further
9 allows online sales with the use of a credit card and other means of payment, and
10 provides for shipping of purchased items.
- 11 c) Upon information and belief, Defendants are aware of the products that Plaintiff
12 offers, specifically products bearing his name and likeness. Defendants are aware
13 that counterfeiting actions, alleged herein, are likely to cause injury to Plaintiff in
14 New York and in this judicial district specifically, as Plaintiff conducts substantial
15 business in New York.

16. Venue is proper in this District under 28 U.S.C. §§ 1331(b) and (c), because acts
17 giving rise to this complaint occurred within this judicial district.

THE PARTIES

18. Plaintiff, Giannis Antetokounmpo, is an individual residing in Chicago, Illinois.
19 Plaintiff is an internationally famous athlete and professional basketball player, born in Greece
20 and currently residing in the U.S.

21. In 2007, Plaintiff started playing basketball, and by 2009, he was playing
22 competitively for the youth squad of Filathlitikos. From 2013 to the present, he has been playing
23

1 for the Milwaukee Bucks in the National Basketball Association ("NBA"). Plaintiff recently won
2 the MVP at the 2019 NBA Awards, the NBA Defensive Player of the Year for 2019-2020, and
3 the MVP at the 2020 NBA Awards.

4 18. Plaintiff is widely known under his nickname the "GREEK FREAK". His
5 popularity has been rising over the last few years and he has participated or licensed his name,
6 nickname and/or likeness to various brands and campaigns.
7

8 19. Upon information and belief, Defendant Sarah Zellner is an individual with an
9 address at 2318 S 29th Street, Milwaukee, WI 53215.
10

11 20. Upon information and belief, Defendant Shalicia E. Hurns is an individual with
12 an address at 8803 E 16th Place, Indianapolis, IN 46219.
13

14 21. Upon information and belief, Defendant Brittney Snider is an individual with an
15 address at 8803 E 16th Place, Indianapolis, IN 46219.
16

17 22. Upon information and belief, Defendant Mario Zucca is an individual with an
18 address at 511 Burnham Road, Philadelphia, PA 19119.
19

20 23. Upon information and belief, Defendant Eric Preuss is an individual with an
21 address at 1612 N 49th Street, Milwaukee, WI 53208.
22

23 24. Upon information and belief, Defendant Demareas J. Jackson is an individual with an
24 address at 801 Spring Loop Apt. 702, College Station, TX 77840.
25

26 25. Upon information and belief, Defendant Can Arda is an individual with an
27 address at 11115 Mills Road STE 117, Cypress, TX 77429.
28

26 26. Upon information and belief, Defendant Richard A. Ray is an individual with an
27 address at 1 Rumbaugh Ave, Mt. Pleasant, PA 15666.
28

27 27. Upon information and belief, Defendant Playbook Inc. is a corporation registered
28

1 in the State of California, with its principal place of business located at 42 Adrian Court,
2 Burlingame, CA 94010. Defendant Playbook's agent for service of process is its Founder/CEO,
3 Austin Rachlin Lockwood, with an address of 1201 Mills Ave, Burlingame, CA 94010.

4 **FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS**

5 **Antetokounmpo's Fame and Established Brand**

6
7 28. Plaintiff has built a strong reputation for his professional skills which is further
8 reflected in the quality of the products he offers.

9
10 29. Plaintiff has continually used his name and likeness in connection with his
11 products in U.S. commerce for several years. He is widely known for his impressive professional
12 abilities and achievements.

13
14 30. During this time, Plaintiff has engaged in substantial advertising and promotion,
15 and has expended substantial time, money, and resources to successfully develop and promote
16 the Antetokounmpo Rights.

17
18 31. Plaintiff has also entered into licensing and other similar agreements with third
19 parties for the authorized use of the Antetokounmpo Rights in commerce in connection with a
20 variety of goods.

21
22 32. Antetokounmpo's products are directly associated with Antetokounmpo as his
23 products distinguish themselves among competitive products based on their association with
24 Antetokounmpo and their superior design and quality.

25
26 **Defendants' Infringing Activities**

27
28 33. Notwithstanding Plaintiff's established rights, upon information and belief,
Defendants have advertised and sold various products bearing Plaintiff's name and likeness
through various media, platforms, and websites including <https://www.etsy.com>,

1 https://www.redbubble.com, <https://playbookproducts.com>, and potentially through other
2 outlets (EXHIBIT A), targeting consumers in both the United States and elsewhere.

3 34. Defendants have engaged in this infringing activity despite having constructive
4 notice of the Antetokounmpo Rights and having actual knowledge of Plaintiff's use of his name,
5 and likeness since Defendants offer directly competitive products in the same marketplace.
6

7 35. Plaintiff never authorized Defendants to design, advertise, sell and/or distribute
8 products bearing the Antetokounmpo Rights.

9 36. On January 5, 2022, Plaintiff, through his attorneys, sent a Cease-and-Desist letter
10 to Defendant Zellner (EXHIBIT B), alerting her of Plaintiff's exclusive rights and requesting an
11 accounting of all profits generated through the sales of the Counterfeit Products.
12

13 37. On January 5, 2022, Plaintiff, through his attorneys, sent a Cease-and-Desist
14 letter to Defendant Hurns (EXHIBIT B), alerting her of Plaintiff's exclusive rights and
15 requesting an accounting of all profits generated through the sales of the Counterfeit Products.
16

17 38. On January 5, 2022, Plaintiff through his attorneys sent a Cease-and-Desist letter
18 to Defendant Snider (EXHIBIT B) alerting her of Plaintiff's exclusive rights and requesting an
19 accounting of all profits generated through the sales of the Counterfeit Products.
20

21 39. On January 5, 2022, Plaintiff through his attorneys sent a Cease-and-Desist letter
22 to Defendant Zucca (EXHIBIT B), alerting him of Plaintiff's exclusive rights and requesting an
23 accounting of all profits generated through the sales of the Counterfeit Products.
24

25 40. On December 6, 2021, Plaintiff through his attorneys sent a Cease-and-Desist
26 letter to Defendant Preuss (EXHIBIT B) alerting him of Plaintiff's exclusive rights and
27 requesting an accounting of all profits generated through the sales of the Counterfeit Products.
28

41. On October 26, 2021, Plaintiff through his attorneys sent a Cease-and-Desist

1 letter to Defendant Jackson (EXHIBIT B) alerting him of Plaintiff's exclusive rights and
2 requesting an accounting of all profits generated through the sales of the Counterfeit Products.

3 42. On October 3, 2021, Plaintiff through his attorneys sent a Cease-and-Desist letter
4 to Defendant Arda (EXHIBIT B) alerting him of Plaintiff's exclusive rights and requesting an
5 accounting of all profits generated through the sales of the Counterfeit Products.
6

7 43. On September 2, 2021, Plaintiff through his attorneys sent a Cease-and-Desist
8 letter to Defendant Ray, (EXHIBIT B) alerting him of Plaintiff's exclusive rights and requesting
9 an accounting of all profits generated through the sales of the Counterfeit Products. Defendant
10 responded and confirmed he did have sales of the Counterfeit Products but failed to provide
11 evidence that his Counterfeit activities have ceased.
12

13 44. On October 6, 2021, Plaintiff through his attorneys sent a Cease-and-Desist letter
14 to Defendant Playbook (EXHIBIT B) alerting him of Plaintiff's exclusive rights and requesting
15 an accounting of all profits generated through the sales of the Counterfeit Products. Defendant
16 responded, however, dismissed Plaintiff's rights and willingly chose to continue the sales of the
17 Counterfeit Products.
18

19 45. Defendants failed to cooperate with Plaintiff in good faith to reach an agreement
20 that would ensure that infringement ceased, and Plaintiff is reasonably compensated for the
21 damage he incurred.
22

23 46. Upon information and belief, the products offered by Defendants bearing the
24 Antetokounmpo Rights were of a particular aesthetic not aligned with Plaintiff and of a
25 substantially lower quality than the products offered by Plaintiff. As such, it is likely that these
26 products will cause injury to Plaintiff's reputation as the provider of high-end products on the
27 marketplace.
28

47. Defendants' use of the Antetokounmpo Rights is directly competitive with Plaintiff's use of the Antetokounmpo Rights on his products and has caused confusion, mistake, and deception as to the source of Defendants' goods and services.

48. Specifically, Defendants placed Plaintiff's name and or likeness on various items, including counterfeit apparel, socks, stickers, prints, wall art, buttons, digital downloads, coasters, mugs, phone cases, drawstring bags, memorabilia including custom printed game tickets, and other relevant items. Neither the items themselves nor the associated product descriptions include any additional source-identifiers such as trademarks, trade names or brand indicia.

49. Defendants' failure to cooperate with Plaintiff demonstrates Defendants' bad faith intent to profit from Plaintiff's success, by misleading, confusing and deceiving consumers.

50. There is no question that the products sold by Defendants bearing Plaintiff's name and or likeness were sold by Defendants with the purpose of confusing and misleading consumers into believing that they are purchasing products associated with or endorsed by Giannis Antetokounmpo, one of the most successful and popular NBA players, and to avoid expending any licensing fees in order to garner significant profit from Plaintiff's name and or likeness. Defendants therefore traded off the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Antetokounmpo Rights.

FIRST CAUSE OF ACTION

False designation of origin and false descriptions in violation of 15 U.S.C. § 1125

51. Plaintiff incorporates by reference each and every allegation in the foregoing paragraphs of this Complaint.

52. As a result of Plaintiff's continuous use of his name in commerce, his name has become inherently distinctive, and it is widely recognized among consumers as a source-

identifier of Plaintiff's products.

53. Defendants' unauthorized use of Antetokounmpo's name and likeness in connection with counterfeit apparel, socks, stickers, prints, wall art, buttons, digital downloads, coasters, mugs, phone cases, drawstring bags, memorabilia including custom printed game tickets, and other related items falsely designates such products as being somehow legitimately associated, connected, endorsed or approved by Plaintiff, and causes confusion, mistake, and deception as to the source, sponsorship, or approval of Defendants' products by Plaintiff. Such actions, thus, constitute false designation of origin, false endorsement and misleading description and representation of fact in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

54. By designing, advertising, marketing, promoting, distributing, offering for sale or otherwise dealing with the Counterfeit Products, Defendants have traded off the goodwill of Plaintiff and his products, thereby directly and unfairly competing with Plaintiff.

55. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive consumers and were performed with the intent to trade on the goodwill and reputation of Plaintiff.

56. By reason of Defendants' aforesaid acts, Plaintiff has suffered and will continue to suffer damage and injury to his business, reputation, and goodwill, and will sustain loss of revenue and profits.

57. Unless enjoined by this Court, Defendants will continue to perform the acts complained of herein and cause said damages and injury, all to the immediate and irreparable harm of Plaintiff. Plaintiff has no adequate remedy at law for Defendants' wrongful acts.

SECOND CAUSE OF ACTION

58. Plaintiff incorporates by reference each and every allegation in the foregoing paragraphs of this Complaint.

59. Defendants' activities consist of deceptive acts and practices in the conduct of the business.

60. Defendants' aforementioned deceptive acts are aimed at consumers, and are materially misleading with respect to the source, sponsorship, and affiliation or approval of Defendants' activities, and/or falsely suggest that Defendants are somehow legitimately affiliated, connected, or associated with Plaintiff.

61. Plaintiff has been, and will continue to be, damaged by Defendants' deceptive acts and practices in an amount to be determined at trial.

62. Defendants have caused, and will continue to cause, irreparable injury to Plaintiff and to the public unless restrained by this Court, pursuant to N.Y. Gen. Bus. L. § 349.

THIRD CAUSE OF ACTION

Common Law Unfair Competition and Misappropriation

63. Plaintiff incorporates by reference each and every allegation in the foregoing paragraphs of this Complaint.

64. Defendants' aforesaid activities constitute deliberate passing off, unfair competition, misappropriation, unjust enrichment, unfair and fraudulent business practices, and misuse of Plaintiff's name mark and brand under the common law of the State of New York.

65. Upon information and belief, Defendants' conduct is willful, deliberate, intentional, and in bad faith.

66. By reason of Defendants' aforesaid acts, Plaintiff has suffered and will continue to suffer damage and injury to his business, reputation, and good will, and will sustain loss of

revenue and profits.

67. Unless and until enjoined by this Court, Defendants will continue to perform the acts complained herein and cause said damages and injury, all to the immediate and irreparable harm of Plaintiff. Plaintiff has no adequate remedy at law for Defendants' wrongful acts.

FOURTH CAUSE OF ACTION
Unjust Enrichment

68. Plaintiff incorporates by reference each and every allegation in the foregoing paragraphs of this Complaint.

69. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

70. Defendants' retention of monies gained through the deceptive business practices, acts of deceit, and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

FIFTH CAUSE OF ACTION

71. Plaintiff incorporates by reference each and every allegation in the foregoing paragraphs of this Complaint.

72. Plaintiff has enjoyed long and successful business relationships with his authorized distributors and customers.

73. Defendants' conduct has interfered with these relationships and constitutes tortious interference with prospective business relationships with these distributors and customers.

74. Defendants employed wrongful means in an effort to harm Plaintiff, Plaintiff's reputation, Plaintiff's relationship with his customers and his distribution network, for which

1 Defendants and any other identified person or entity who has acted in concert or in participation
2 with him, are liable to Plaintiff for actual and punitive damages in an amount to be proven at
3 trial.

4 **SIXTH CAUSE OF ACTION**
5 **Conspiracy and Concert of Action**

6 75. Plaintiff incorporates by reference each and every allegation in the foregoing
7 paragraphs of this Complaint.

8 76. Upon information and belief, Defendants have conspired with unknown
9 manufacturers and/or suppliers in the U.S. and/or overseas and other persons to illegally
10 manufacture and/or import in the United States, products bearing Antetokounmpo's name and
11 or likeness.

12 77. Defendants' conduct combined with the conduct of unknown third parties
13 constitutes conspiracy and concert of action to tortiously interfere with Plaintiff's business, for
14 which each conspirator is liable to Plaintiff for damages.

15 **SEVENTH CAUSE OF ACTION**
16 **Violation of Right of Publicity**

17 78. Plaintiff incorporates by reference each and every allegation in the foregoing
18 paragraphs of this Complaint.

19 79. Defendants knowingly used Plaintiff's name and/or likeness, which form part of
20 Plaintiff's identity; such use resulted in Defendants' commercial advantage; such use was made
21 without Plaintiff's consent; and Plaintiff has been injured financially because of such use.

22 80. Defendants used Plaintiff's name, through websites accessible by and which
23 targets consumers throughout the United States, including New York.

24 81. Defendants have therefore committed an actionable wrong under NY Civ Rights

1 Law § 50 and is liable to Plaintiff for such remedies as are afforded it under NY Civ Rights Law
2 § 51.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff requests that this Court enter judgment in its favor and against
5 Defendants on all its claims and award the following to Plaintiff:

6 1. Preliminary and permanent injunctive relief enjoining Defendants and
7 Defendants' agents, attorneys, employees, and all others in active concern or participation with
8 them from:

9 (a) any further acts of violation or misappropriation of the Antetokounmpo
10 Rights.

11 (b) using Plaintiff's name and likeness unless expressly and specifically
12 authorized by Plaintiff;

13 (c) doing any act or thing that is likely to dilute the distinctiveness of Plaintiff's
14 brand or that is likely to tarnish the goodwill associated with it.

15 2. An order, pursuant to 15 U.S.C. § 1116 (a), directing Defendants to file with the
16 Court and serve on counsel for Plaintiff within thirty (30) days after the entry of injunction issued
17 by this Court, a sworn statement setting forth in detail the manner and form in which Defendants
18 have complied with the injunction;

19 3. The following damages:

20 (a) All monetary actual and/or statutory damages sustained and to be sustained
21 by Plaintiff as a consequence of Defendants' unlawful conduct, said amount to be
22 trebled pursuant to 15 U.S.C. §1117 N.Y. Gen. Bus. L. §349, N.Y. Gen. Bus. L. §360-
23 m, and/or any other applicable statute;

(b) All exemplary and/or punitive damages to which Plaintiff is entitled under statutory or common law;

(c) Pre-judgement interest according to law;

(d) Plaintiff's reasonable attorney's fees, pursuant to 15 U.S.C. § 1117, N.Y. Gen. Bus. L. § 349, N.Y. Gen. Bus. L. § 360-m, and/or any other applicable statute, together with the costs and disbursements of this action; and

4. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, Giannis Antetokounmpo, an individual, hereby demands a jury trial.

Dated: New York, New York
March 4, 2022

Respectfully submitted,

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